

West Valley City
Professional and Highly Specialized Services Agreement for the Upgrade and
Modification of the Surveillance Vehicle

THIS AGREEMENT is made this _____ day of _____, 2008, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter the "City"), and Specialty Vehicle Concepts, Inc. a Utah Corporation (hereinafter "Contractor").

W I T N E S S E T H :

WHEREAS, West Valley City currently owns a surveillance van referred to as the Specialized Response Vehicle ("SRV") which is used by the Police Department; and

WHEREAS, the surveillance equipment currently installed in the SRV is outdated and requires upgrading and/or replacement (the "Upgrade"); and

WHEREAS, the installation of the new equipment requires proprietary equipment to be installed by a specialized contractor; and

WHEREAS, the City desires to contract with a contractor who has the required specialized skill and to install the new equipment; and

WHEREAS, Specialty Vehicle Concepts, Inc., ("Contractor") is a vendor of the proprietary equipment and has the specialized skills necessary to install the new surveillance equipment; and

WHEREAS, the City desires to engage services of the Contractor to install the new surveillance equipment in the SRV.

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

A G R E E M E N T :

1. Contractor's Obligations.

- a. **The Work:** Contractor agrees to complete the work as provided in the "Detailed Package Description" which is attached hereto as "Exhibit A."
- b. **Compensation:** The compensation shall be paid as indicated in Exhibit A and represents the entire amount of compensation the City will pay the Contractor for the Upgrade. Contractor will perform the aforementioned services in a

professional manner using the degree of care and skill that is normally employed by Contractors on similar projects of equal complexity at the date the Services are provided.

- c. **Project Schedule:** Contractor shall complete the project within ten (10) weeks following execution of this Agreement.

2. **CITY's Obligations.** In consideration for the work performed by Contractor, as set forth in Exhibit A to this Agreement, the City agrees to pay Contractor an amount not to exceed Thirty Eight Thousand Dollars (\$38,000.00). Funds shall be paid to Contractor within thirty (30) days from receipt of invoice for work performed.

3. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue for a period of not more than ten (10) weeks, or until either of the following occurs:

- a. Contractor completes the work set forth in this Agreement.
- b. The City has paid Contractor the maximum compensation amount of Thirty Eight Thousand Dollars (\$38,000).

The City and Contractor understand that time is of the essence and expect the work to be completed within ten (10) weeks of the execution of this Agreement. However, the expected completion time may be extended in writing by the City, at the mutual agreement of the parties.

4. **Termination.**

- a. In the event Contractor fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the City may serve written notice thereof upon Contractor, and if Contractor fails within a period of three (3) days thereafter to correct failure, the City may terminate this Agreement upon written notice to Contractor. Upon such termination, Contractor shall immediately cease its performance of this Agreement and the City shall determine and pay to Contractor the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach by Contractor.
- b. The City also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the

program. Such terminations shall be accomplished by written notice to that effect, delivered to Contractor. Upon receipt of such notice, Contractor shall immediately cease work. Payment to Contractor shall be made for work performed prior to receipt by Contractor of such termination notice, together with Contractor's cost for closing down its work, and Contractor shall have no claim for loss of anticipated profits or any additional compensation.

- c. In the event the City fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to Contractor, Contractor may serve written notice thereof upon the City, and, if the City fails within a period of seven (7) working days thereafter to correct such failure, Contractor may terminate this Agreement upon written notice to the City. Contractor accepts no liability for damages or delays that result from its suspension of work.
5. **CITY Representative.** The City hereby appoints Craig Black as the City's representative to assist in the administrative management of this Agreement.
6. **Additional Conditions.** Neither party shall be responsible to the other party for any special, incidental, indirect, penal or consequential damages (included lost profits) by either City or Contractor or for which either party may be liable to any third party.
7. **Independent Contractor.** It is understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.
8. **Conflict of Interest.** Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
9. **Indemnification.** Contractor agrees to indemnify, and hold the City harmless from and against lawsuits, damages, and expenses, including reasonable court costs and attorney's fees, by reason of a claim and/or liability imposed, or claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages resulting from the performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages are attributable to the negligence of Contractor and/or Contractor's servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City.

Contractor will maintain insurance coverage throughout the term of the Agreement. Insurance coverage will include:

1)	Worker's Compensation	
	State	Statutory
	Employer's Liability	\$100,000
2)	Comprehensive General Liability	
	Bodily Injury and Property Damage	\$1,000,000
	Combined Single Limit	\$1,000,000
3)	Automobile Liability	
	Combined Single Limit	\$1,000,000
4)	Professional Liability	\$1,000,000

10. **Subcontract Assignment.** This Agreement does not create any right or benefit to anyone other than City and Contractor, and neither party shall assign any rights or interest herein without prior written consent of the other party.
11. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
13. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
14. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.
15. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
16. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt);

or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Contractor: Specialty Vehicle Concepts, Inc.
150 West 4800 South, # 10
Murray, Utah 84107
Phone: (801)265-7981

If to the CITY: West Valley City Police Department
Attn: Craig Black, Assistant Chief
3575 South Market Street
West Valley City, Utah 84119
Telephone: (801) 963-3300

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

17. **Dispute Resolution.** If a claim or dispute arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, both parties agree to attempt to resolve the claim or dispute at a meeting between the principals within fifteen (15) days of receipt by either party of a notice and description of the dispute, and failing resolution. If the claim or dispute cannot be resolved through mediation and unless otherwise mutually agreed, either party may file suit in an appropriate court in the state of the Contractor office entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

Dennis J. Nordfelt, Mayor

ATTEST:

Sheri McKendrick, City Recorder

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

Specialty Vehicle Concepts, Inc.

By: _____

Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2008, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ [title] of **Specialty Vehicle Concepts, Inc.**, a Utah corporation, and said document was signed by him on behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

Notary Public